

INVITATION TO BID							
SEALED BIDS will be received by the PURCHASING DIVISION of the CITY OF BATON ROUGE, EAST BATON ROUGE PARISH until <b>11:00 am CST, Monday 03/13/2023</b> at the location shown below.							
TITLE: <b>A23-0404 LEED CERTIFIED Janitorial Services for EBR Main Library at Goodwood</b>				RETURN BID TO: PURCHASING DIVISION <b>Physical Address:</b> 222 St. Louis Street 8 <sup>th</sup> Floor Room 826 Baton Rouge, LA 70802			
FILE NO: <b>23-00404</b>		REQ NO:		<b>**NOTE: U.S. Postal Regular &amp; Expedited Mail do not deliver to our physical address; delays may occur due to City Parish Mailroom processing</b>			
N/A							
DATES: <b>02/22/2023 &amp; 03/01/2023</b>							
SHIP TO ADDRESS: Various Locations in EBR Parish (See Attached)				Contact Regarding Inquiries: Purchasing Analyst : <b>Mark W. White</b> Telephone Number: <b>225-389-3259 x</b>			
VENDOR NAME				MAILING ADDRESS			
REMIT TO ADDRESS				CITY, STATE, ZIP			
TELEPHONE NO.		FAX NO.		E-MAIL			
FEDERAL TAX ID OR SOCIAL SECURITY NUMBER				TITLE			
AUTHORIZED SIGNATURE (Required)				PRINTED NAME			
<b>TO BE COMPLETED BY VENDOR: CONTRACTORS LICENSE IF APPLICABLE _____</b> 1. _____ STATE DELIVERY DAYS MAXIMUM AFTER RECEIPT OF ORDER. 2. _____% discount for payment made within 30 days. Discount for payment made in less than 30 days, or less than 1%, or applicable to an indefinite quantity contract will be accepted but not an award consideration.							
Bidders must acknowledge all addenda and the date received. The Bidder acknowledges receipt of the following issued ADDENDA							
N	Date:	N	Date:	N	Date:	N	Date:
N	Date:	N	Date:	N	Date:	N	Date:

**F.O.B.: DESTINATION - PAYMENT TERMS: NET 30**

**ALL BLANKS ON THIS PAGE SHOULD BE COMPLETED TO AVOID REJECTION OF BID**

The signature on this document certifies that proposer has carefully examined the instructions to bidders, terms and specifications applicable to, and made a part of this solicitation. By submission of this document, proposer further certifies that the prices shown are in full compliance with the conditions, terms and specifications of this solicitation. **Bid must be signed in the designated space above and by person authorized to sign for bidder.**

No alterations, changes or additions are allowed on this solicitation, and no additional information, clarifications or other documents are to be included unless specifically required by the specification. Any errors in extensions of prices will be resolved in favor of unit prices submitted.

If services are to be performed in East Baton Rouge City-Parish, evidence of a current occupational license and/or permit issued by the City-Parish shall be supplied by the successful vendor, if applicable.

## INSTRUCTIONS TO BIDDERS/TERMS & CONDITIONS FOR ANNUAL CONTRACTS

Bidders are urged to promptly review the requirements of these specification, terms and conditions and submit questions for resolution as early as possible during the bid period. Questions or concerns must be submitted in writing to the purchasing division during the bid period. Otherwise, this will be construed as acceptance by the bidders that the intent of the specifications, terms and conditions are clear and that competitive bids may be obtained as specified herein. Protests with regard to the specification, terms and conditions documents will not be considered after bids are opened.

1. Read the entire bid, including all terms and conditions and specifications.
2. This proposal is to establish firm prices for materials supplies and services for the contract period shown. Delivery shall be made or services provided as needed throughout the contract period, or as required by the specification. Quantities, if shown, are estimated only. Smaller or larger quantities may be purchased based upon the needs of the City-Parish. There is no guaranteed minimum quantity.
3. The contract shall be firm through the period indicated on the cover sheet. Upon agreement of both the contractor and the City - Parish, the contract may be extended a second or a third year or other shortened specified time periods. Extension of the contract into the second or third time periods shall be made by letter on or before the expiration of the contract. Extension is only possible if all prices and conditions remain the same.
4. Proposals are mailed only as a courtesy. The City - Parish does not assume responsibility for failure of bidders to receive proposals. Bidders should rely only on advertisements in the local newspaper, and should personally pick up proposals and specifications. Full information may be obtained, or any questions answered, by contacting the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 or by calling (225) 389-3259.
5. The contract title, bidder's name, address and bid opening date should be clearly printed or typed on the outside of the bid envelope. Only one bid will be accepted from each bidder for the same job. Alternates will not be accepted unless specifically requested in the proposal. Submission of more than one bid or alternates not requested may be grounds for rejection of all bids by the bidder.
6. The method of delivery of bids is the responsibility of the bidder. All bids must be received by the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802 on or before the specified bid opening date and time. **Late bids will not be considered under any circumstances. This is a sealed bid, NO FAXED OR EMAILED BIDS WILL BE ACCEPTED**
7. Failure to deliver within the time specified in the bid will constitute a default and may cause cancellation of the contract. Where the city has determined the contractor to be in default, the city reserves right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
8. Except for bids submitted through the [www.centralbidding.com](http://www.centralbidding.com) on-line bidding site, bids shall be accepted only on proposal forms furnished by the City of Baton Rouge and Parish of East Baton Rouge Purchasing Division. The City - Parish will only accept bids from those bidders in whose names the proposal forms and/or specifications were issued. Altered or incomplete proposals, or the use of substitute forms or documents, shall render the bid non-responsive and subject to rejection. The entire proposal package, including the specifications and copies of any addenda issued shall be submitted to the Purchasing Division as the bid.
9. All proposals must be typed or written in ink. **Any erasures, strikeover and/or changes to prices should be initialed by the bidder.** Failure to initial may be cause for rejection of the bid as non-responsive.
10. **All proposals must be manually signed by a properly authorized party.** Failure to do so shall cause the bid to be rejected as non-responsive.

11. Where one or more vendor's exact products or typical workmanship is designated as the level of quality desired or equivalent, the Purchasing Division reserves the right to determine the acceptability of any equivalent offered.
12. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications. Failure to comply with this request may eliminate your bid from consideration. If requested, literature and/or specifications must be submitted within five (5) days.
13. Written addenda issued prior to bid opening which modifies the proposal shall become a part of the proposal for bid, and shall be incorporated within the purchase order and/or contract. Only a written interpretation or correction by Addendum shall be binding. Bidders shall not rely upon any interpretation or correction given by any other method.
14. For Printing solicitations, artwork, dies and/or molds shall become the property of the City - Parish Government and must be returned to the Purchasing Division, 222 Saint Louis Street, 8<sup>th</sup> Floor, Room 826, Baton Rouge, LA 70802, upon completion of the order.
15. All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Bidders should submit product label, material safety data sheet and EPA registry number with bid or within five (5) days of request from purchasing office. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause for the bid to be rejected or the contract canceled. **(NOT APPLICABLE TO THIS BID – LIBRARY WILL BE FURNISHING ALL CHEMICALS ASSOCIATED WITH THIS CONTRACT)**
16. Delivery of items must be made on time to City - Parish final destinations within East Baton Rouge Parish. All freight charges shall be prepaid by vendor.
17. The City - Parish reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
18. The State of Louisiana Code of Governmental Ethics places restrictions on awarding contracts or purchase orders to persons who are employed by any agency of the City - Parish Government, or any business of which he or his spouse has more than a twenty-five percent (25%) interest. The Code also prescribes other restrictions against conflict of interest and establishes guidelines to assure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, bidders should contact the Purchasing Division prior to submission of the bid. Any violation of the Code of Ethics shall be grounds for disqualification of bid or cancellation of contract.
19. All Prices bid shall remain in effect for a period of at least sixty (60) days. City - Parish purchases are exempt from state and local taxes.
20. The City - Parish reserves the right to terminate this contract prior to the end of the contract period on twenty-four (24) hours written notice for unsatisfactory performance. Termination under this paragraph shall not relieve either party of any obligation or liability that may have occurred prior to the effective date of termination.
21. In accordance with Louisiana Revised Statutes, a preference may be allowed for equivalent products produced, manufactured or grown in Louisiana and/or firms doing business in the State of Louisiana. Do you claim this preference if allowed?

YES\_\_\_NO\_\_\_. If this preference is claimed, attach substantiating information to the proposal to show the basis for the claim.

22. Right To Audit Clause: The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract.
23. In accordance with the provisions of LA. R.S. 38:2212.9, in awarding contracts after August 15, 2010, any public entity is authorized to reject the lowest bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or ***Nolo Contendere*** to any state felony crime or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of this Title, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39 of the Louisiana Revised Statutes of 1950.
24. In accordance with Louisiana Law (R.S. 12:262.1 and 12:1308.2), all corporations and limited liability companies must be in good standing with the Louisiana Secretary of State at the time of execution of the contract.
25. Terms and Conditions: This solicitation contains all terms and conditions with respect to the purchase of the goods and/or services specified herein. Submittal of any contrary terms and conditions may cause your bid to be rejected. By signing and submitting a bid, vendor agrees that contrary terms and conditions which may be included in their bid are nullified; and agrees that this contract shall be construed in accordance with this solicitation and governed by the laws of the State of Louisiana as required by Louisiana Law.
26. Certification of no suspension or debarment. By signing and submitting any bid for \$25,000 or more, the bidder certifies that their company, any subcontractors, or principals are not suspended or debarred by the general services administration (GSA) in "Audit Requirements In subpart F of the Office of Management and Budget's uniform administrative requirements, cost principles, and audit requirements for federal awards" (Formerly OMB circular a-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.sam.gov>.

27. Bid prices shall include delivery of all items F.O.B. destination or as otherwise provided. Bids containing "Payment in Advance" or "C.O.D. requirements may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
28. Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Purchasing Division during normal working hours. Written bid tabulations may be accessed at: <http://city.brla.gov/dept/purchase/bidresults.asp>.
29. Contractor agrees, upon receipt of written notice of a claim of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the city, its agents and employees from and against all claims and actions for bodily injury, death or property damages caused by fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees, however the contractor shall have no obligation as set forth with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the City, its officers, its agents, or its employees.

30. Vendors submitting signed bids agree to EEOC compliance and certify that they agree to adhere to the mandates dictated by Title VI and VII of the Civil Right Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

**Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.**

31. The City of Baton Rouge, Parish of East Baton Rouge launched a new Enterprise Resource Planning (ERP) system, Vendor Self Service (VSS) via Munis. VSS replaced the legacy vendor database and will be used by all departments and agencies citywide.

Vendor Self-Service (VSS) enables vendors to register and maintain information about their organization for the purpose of doing business with City-Parish and receive notifications of business opportunities. The City-Parish procurement activities are subject to the State of Louisiana Public Bid Law, local city-parish ordinances as well as applicable federal statutes as directed by grant providers. Vendors must be registered to receive bid notifications.

New vendors or existing vendors who need to create a VSS account can do so clicking the Registration link at <http://brla.gov/vss>.

Vendors are encouraged to review the step by step <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF> before beginning the registration process which may be assessed at <https://www.brla.gov/DocumentCenter/View/4899/Vendor-Self-Service-Registration-Guide-PDF>.

Additional information regarding how to do business with EBR City-Parish is available at: <https://www.brla.gov/DocumentCenter/View/678>.

We also post our scheduled bid openings, as well as unofficial bid tabulations after the bids have opened at <http://city.brla.gov/dept/purchase/bids.asp>.

**Note:** Commodity codes are required for setting up your profile. These numbers tell us what commodities and services that you can provide. When agencies request products or services, our buyers pull directly from these numbers to send out solicitations, bids, and quotes. The first 3 numbers are the class numbers; the subclasses are two digit numbers that better describe the commodity or service. For questions regarding commodity codes, please contact purchasing at (225) 389-3259 Ext 0.

**Important!** - A W-9 Form is required in order to do business with City-Parish. Part of the online enrollment process requires you to upload a completed W-9 form. Please have the completed form in an electronic format so that you can submit it as part of the registration process. The W-9 form can be downloaded from the IRS website. We have created step by step directions on how to properly complete the W-9 Form.



## **FEDERAL CLAUSES, IF APPLICABLE.**

1. **Termination for Cause or Convenience; Suspension.** CITY-PARISH may exercise any rights available under Louisiana law to terminate for cause upon the failure of the CONTRACTOR to comply with the terms and conditions of this AGREEMENT, provided that the CITY-PARISH shall give contractor written notice specifying contractor's failure and thirty (30) days to cure the defect. CITY-PARISH may terminate the AGREEMENT at its convenience at any time for any or no reason by giving thirty (30) days written notice to CONTRACTOR.  
Upon termination for cause or convenience, the CONTRACTOR shall be entitled to payment for deliverables in progress through the date of termination, to the extent work has been performed in accordance with the terms and/or conditions of this AGREEMENT or otherwise to the satisfaction of CITY-PARISH, as well as reasonable termination and demobilization costs.  
Should the CITY-PARISH find it necessary to suspend the work for lack of funding or other circumstances beyond its control, this may be done by thirty (30) days written notice given by CITY-PARISH to that effect. If the AGREEMENT is suspended for more than thirty (30) consecutive calendar days, the CONTRACTOR shall be compensated for services performed prior to the notice of suspension. In addition, when work under the AGREEMENT resumes, the CONTRACTOR's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONTRACTOR's services.
2. **Remedies.** If any work performed by the CONTRACTOR fails to meet the requirements of the AGREEMENT, the CITY-PARISH may in its sole discretion:
  - a. elect to have the CONTRACTOR re-perform or cause to be re-performed at the CONTRACTOR's sole expense, any of the work which failed to meet the requirements of the AGREEMENT;
  - b. hire another sub consultant to perform the work and deduct any additional costs incurred by CITY-PARISH as a result of substituting the Proposer from any amounts due to the CONTRACTOR; or
  - c. Pursue and obtain any and all other available legal or equitable remedies.
3. **Equal Employment Opportunity.** During the performance of this contract, the CONTRACTOR agrees as follows:
  - a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of

such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

- d. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, The CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **Davis Bacon Act.** When required by federal program legislation or local program policies all prime construction contracts in excess of \$2,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148).

The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148) as amended, with the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5, 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards in so far as those acts apply to the performance of this contract. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The CONTRACTOR shall maintain documentation which demonstrates compliance with requirements of this part. Such documentation shall be made available to the City-Parish for review upon request.

5. **Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**  
All contracts awarded by the non-Federal entity in excess of \$100,000.00 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Any contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b), (1) through (4) below along with a clause requiring subcontractors to include these clauses in any lower tier subcontracts.
  - a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.



- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
  - c. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  - d. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
7. **Clean Water Act/ Federal Water Pollution Control Act.** Contracts and sub grants of amounts in excess of **\$150,000.00** must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of Environmental Protection Agency (EPA).

The CONTRACTOR hereby agrees to adhere to the provisions, which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

- a. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 7401 et seq.

- b. If this contract is funded by federal dollars, The CONTRACTOR agrees to report each violation to the State and understands and agrees that the State will, in turn, report each violation as required to assure notification to the CITY-PARISH, and the appropriate Environmental Protection Agency Regional Office.
- c. If this contract is funded by federal dollars, the CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

8. **Debarment & Suspension.** A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 C.F.R. 180. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into:

This certification is a material representation of fact relied upon by CITY-PARISH. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY-PARISH, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The CONTRACTOR shall submit a Federal Debarment Certification to assure compliance with the aforementioned regulation.

9. **Byrd Anti-Lobbying Act.** Contractors that apply or bid for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

The CONTRACTOR will be expected to comply with Federal statutes required in the Anti-Lobbying Act. Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

10. **Procurement of Recovered Materials (2 C.F.R. 200.322).** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste

management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. **Surveillance Services or Equipment.** A non-Federal entity and sub recipients who procure telecommunications and video surveillance services or equipment by obligating or expending loan or grant funds must comply with the provisions of 2 C.F.R. §200.216.

Specifically, (a) recipients and sub recipients are prohibited from using grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under *Public Law 115-232*, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See *Public Law 115-232*, section 889 for additional information. (d) See also § 200.471.

12. **Domestic Preferences for Procurement.** As appropriate and to the extent consistent with law, the parties should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United [States](#) (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all [sub awards](#) including all [contracts](#) and purchase orders for work or products under this award.

For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.**

**NOTE: THE FOLLOW TERMS APPLY SPECIFICALLY TO CONTRACTS AND PURCHASES MADE WITH OR IN CONJUNCTION WITH CORONAVIRUS STATE AND LOCAL RECOVERY FUNDS (SLFRF, OR FISCAL RECOVERY FUNDS):**

**U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
CONTRACTOR TERMS AND CONDITIONS**

**Use of Funds.**

- a. CONTRACTOR understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. CONTRACTOR will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

**Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, CONTRACTOR may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

**Reporting.** CONTRACTOR agrees to comply with any reporting obligations established by Treasury as they relate to this award.

**Maintenance of and Access to Records.**

- a. CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the CONTRACTOR in order to conduct audits or other investigations.
- c. Records shall be maintained by CONTRACTOR for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

**Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

**Administrative Costs.** CONTRACTOR may use funds provided under this award to cover both direct and indirect costs.

**Cost Sharing.** Cost sharing or matching funds are not required to be provided by CONTRACTOR.

**Conflicts of Interest.** CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. CONTRACTOR and SUBCONTRACTORS must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**Compliance with Applicable Law and Regulations.**

- a. CONTRACTOR agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. CONTRACTOR also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

- b. **Federal regulations applicable to this award include, without limitation, the following:**
- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Sub award and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. CONTRACTOR Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.



**Remedial Actions.** In the event of CONTRACTOR's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

**Hatch Act.** CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**False Statements.** CONTRACTOR understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

**Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of CONTRACTOR] by the U.S. Department of the Treasury."

**Debts Owed the Federal Government.**

- a. Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by CONTRACTOR shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the CONTRACTOR knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

**Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by CONTRACTOR does not in any way establish an agency relationship between the United States and CONTRACTOR.

**Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, CONTRACTOR may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of CONTRACTOR, contractor, or SUBCONTRACTOR who has the responsibility to investigate, discover, or address misconduct.
- c. CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), CONTRACTOR should encourage its employees and SUBCONTRACTORS to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), CONTRACTOR should encourage its employees and SUBCONTRACTORS to adopt and enforce policies that ban text messaging while driving, and CONTRACTOR should establish workplace safety policies to decrease accidents caused by distracted drivers.

WITNESSES:

**CONTRACTOR**

By: \_\_\_\_\_

*(Authorized Signature, printed name)*

Date: \_\_\_\_\_

***Bidders must agree to keep informed of and comply with all federal, state and local laws, ordinances and regulations which affect their employees or prospective employees.***

## **ADDITIONAL REQUIREMENTS FOR THIS BID**

The City-Parish, its officers, employees and agents, shall not be responsible for the negligent acts and omissions of the Contractor or the Contractor's officers, employees, agents or subcontractors, nor shall the Contractor or the Contractor's officers, employees or agents be responsible for the negligent acts or omissions of the City - Parish, its officers, employees and agents. Accordingly, Contractor shall indemnify and save City - Parish, its officers, employees and agents, harmless from any and all claims, suits and actions of any character, name or description brought for or on account of any injury or damage to any person or property arising out of the work performed by the Contractor and resulting from the negligence, commission or omission of any act by the Contractor, or Contractor's officers, employees, agents or subcontractors. If work is to be performed on site, contractor shall furnish proof of insurance as required in the specifications.

Payment terms for services will be **Net 30** days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

**Termination for Cause:** The City-Parish may terminate this Contract for default by giving the contractor written notice thereof, specifying with particularity each such default. After the first such notice of default, Contractor shall have ten (10) days after receipt of notice to cure or take reasonable steps to cure the default. If the contractor fails to cure or take reasonable steps to cure the default within such ten-day period, the City-Parish may declare this Contract, as appropriate, terminated. In the event of a second notice of default, whether for the same or a different infraction of contractual obligations, the contractor will be given five (5) days to cure the default. If a third notice of default should become necessary, the contract may be terminated upon notification of said default.

**Termination for Convenience:** The City-Parish may terminate this Agreement at any time by giving thirty (30) days written notice.

**Termination for Non-Appropriation Clause:** Should the Invitation to Bid result in a multi-year contract, a non-appropriation clause shall be made a part of the contract terms as required by state statutes, allowing the City-Parish to terminate the contract for lack of appropriated funds on the date of the beginning of the first fiscal year for which funds are not appropriated.

**All items must be bid, A blank space, Zero, or NA may cause your bid to be deemed non-responsive:** Zero (0), N/A or a blank space on the Schedule of Bid Items page may be considered NO BID and may cause your bid to be deemed non-responsive. If your intention is NO CHARGE, or NO BID please write that in the Unit price column.

### **SDSs SHOULD BE SUBMITTED WITH BID OR WITHIN FIVE (5) DAYS OF REQUEST FROM PURCHASING OFFICE- FAILURE TO PROVIDE WILL DEEM YOUR BID AS NON-RESPONSIVE:**

All applicable chemicals, herbicides, pesticides and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with the EPA and must meet all requirements of Louisiana State Laws. Additionally, Contractor must submit product labels, safety data sheets (SDS) (formerly material safety data sheets) and EPA registry number to the agency prior to work commencing. This information will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may be cause to the contract being canceled.

**Mandatory Pre-Bid Conference and Mandatory Job Site Visits:** Failure to attend pre-bid conference and **ALL** job site visits will cause your bid to be deemed non-responsive.

**Cybersecurity Training Requirement:** Contractor, including all principals, sub-contractors and employees who require access to City-Parish information technology assets, shall complete the cybersecurity training required by La. R.S. 42:1267 and furnish the City Parish proof of said completion prior to being granted access to said assets.

**Ethics:** Vendors and service providers are responsible for adhering to the Louisiana Code of Governmental Ethics throughout the duration of this contract. As such, vendors and service providers shall be responsible for determining and ensuring that there will be no conflict or violation of the Louisiana Ethics Code if their company is awarded a contract with the City/Parish.

**Force Majeure:** In case by reason of force majeure either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then except as otherwise expressly provided in this Agreement, if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligations of the party giving such notice (other than the obligations of the Agency to make the payments required under the terms hereof, or to comply with the terms, conditions and requirements of this contract hereof), as far as they are affected by such force majeure, shall be suspended during the continuance of the inability then claimed which shall include a reasonable time for the removal of the effect thereof, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrest, restraining of government and people, civil disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of existing or impending strikes, lockouts, or other industrial disturbances shall be entirely within the discretion of the party having the difficulty and that the above requirements that any force majeure shall be reasonably beyond the control of the party and shall be remedied with all reasonable dispatch shall be deemed to be fulfilled even though such existing or impending strikes, lockouts, and other industrial disturbances may not be settled but could have been settled by acceding to the demands of the opposing person or persons.

**The City of Baton Rouge and Parish of East Baton Rouge, Purchasing Division, is offering teleconference and in-person attendance by vendors at public bid openings for bids published by our office.**

**Any vendor who would like to listen to the opening of this bid can access the following link, at the date and time of this bid opening:**

***Join by phone***

***+1-408-418-9388 United States Toll***

***Access code: 263 373 080 (followed by the # button)***

***Alternate numbers to call if number above is not available, which may occur due to network traffic (use the same Access Code, followed by the # button):***

***United States Toll (Boston) +1-617-315-0704***

***United States Toll (Chicago) +1-312-535-8110***

***United States Toll (Dallas) +1-469-210-7159***

***United States Toll (Denver) +1-720-650-7664***

***United States Toll (Jacksonville) +1-904-900-2303***

***United States Toll (Los Angeles) +1-213-306-3065***

**This link will provide you with live audio access to this bid opening. The link will be live at the noted bid opening time and date.**

## **CONTRACTOR'S AND SUB CONTRACTOR'S INSURANCE**

Contractor and any subcontractor shall carry and maintain at least the minimum insurance as specified below until completion and acceptance of the work. Contractor shall not commence work under this contract until certificates of insurance have been approved by the City-Parish Purchasing Division. Insurance companies listed on certificates must have industry rating of A-, Class VI or higher, according to Best's Key Rating Guide. Contractor is responsible for assuring that its subcontractors meet these insurance requirements.

### **A. General Liability Insurance**

General Liability insurance, endorsed to provide coverage for explosion, collapse and underground damage hazards to property of others; Contractual Liability, Products and Completed Operations (for a minimum of two year after acceptance of the Work), **Additional Insured and Waiver of Subrogation in favor of Contractor and Owner.**

	Limits
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Per Occurrence	\$1,000,000
Damage to Premises Rented to You	\$ 100,000
Medical Payments	\$ 5,000

### **B. Automobile Liability Insurance**

**Automobile Liability insurance which shall include coverage for all owned, non-owned and hired and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.**

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit Each Occurrence (Minimum)
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### **C. Worker Compensation and Employers Liability Insurance**

Subcontractor agrees to comply with Workers Compensation laws of the state where the Work is performed, and to maintain a Workers Compensation and Employers Liability policy. **The policy shall include a Waiver of Subrogation endorsement in favor of the Contractor and Owner. Full statutory liability for State of Louisiana with Employer's Liability Coverage.**

Workers Compensation	Statutory
Employer's Liability	\$1,000,000 Each Accident (Minimum)
	\$1,000,000 Disease Each Employee

### **D. Excess Umbrella Liability Coverage**

**Excess/Umbrella Liability insurance shall be follow form the primary coverages and shall be endorsed to include a Waiver of Subrogation and Additional Insured in favor of Contractor and Owner.**

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit Each Occurrence (Minimum)
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**E. The City of Baton Rouge and Parish of East Baton Rouge must be named as additional insured on all general liability policies described above.**

**F. Waiver of subrogation in favor of City of Baton Rouge and Parish of East Baton Rouge, is required from Workers Compensation Insurer.**

**G. Certificates must provide for thirty (30) days written notice to Certificate Holder prior to cancellation or change.**

**H. The Certificate Holder should be shown as:**

City of Baton Rouge and Parish of East Baton Rouge  
Attn: Purchasing Division  
222 St. Louis Street  
8th Floor Room 826  
Baton Rouge, LA 70802



## **Mandatory Pre-bid Conference & Mandatory Job Site Visits**

### **Mandatory Pre-Bid Conference:**

When: **03/03/2023**  
Time: 10:00 A.M.  
Location: Goodwood Main Branch Library  
Board Room  
7711 Goodwood Blvd.  
Baton Rouge, LA 70806  
Contact: Rhonda Leger Pinsonat, Library Business Manager  
Phone: 225-231-3705

### **Mandatory Job Site Visits:**

The mandatory job site visit will begin immediately following the pre-bid conference on **March 3, 2023**. Only companies represented at the pre-bid conference **AND** job site visit shall be considered for award through this Invitation to Bid.

**Vendor sign-in forms must be signed before leaving the pre- bid meeting. It will be the responsibility of the bidder to ensure that a representative from their company signs the attendance sheet at the pre-bid conference and job site visit. Failure to attend pre-bid conference and mandatory job site visit will cause your bid to be deemed non-responsive.**

**Questions regarding the pre-bid conference or job site visits may be directed to Rhonda Leger Pinsonat, Library Business Manager, 225-231-3705.**

**INQUIRY PERIOD:** An inquiry period is hereby firmly set for all interested bidders to perform a detailed review of the bid documents and to submit any **written questions** relative thereto. *Without exception*, all questions **MUST** be in writing and received by 5:00 pm on the Inquiry Deadline date **03/06/2023**. Inquiries shall not be entertained thereafter. Inquiries are to be directed as follows:

Hand Delivered or by Courier  
Mark W. White, Purchasing Analyst II  
City-Parish Purchasing Department  
222 St. Louis Street, Room 826  
Baton Rouge, LA 70821

By email: [mwhite@brla.gov](mailto:mwhite@brla.gov)

By fax: (225) 389-4841

The City-Parish shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our departments. The City-Parish reasonably expects and requires *responsible and interested* proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION**

**SPECIFICATION REQUIREMENTS – ANNUAL CONTRACT NO. A23-0404**

**GENERAL:** It is the intent of this Invitation to Bid to establish prices for an all-inclusive **LEED CERTIFIED** Janitorial Service contract for the EBR Main Library at Goodwood located at 7711 Goodwood Blvd., Baton Rouge, LA 70806. The square footage to be cleaned (not including the parking lot) is approximately 129,000 sq. ft. It should be noted that the overall square footage to be cleaned does not necessarily add up to the breakdown of the floor type square footages specified herein. The square footages do not include stairwells, etc.

**NO SMOKING IN OR ON THE LIBRARY GROUNDS IS ALLOWED.**

The Services being provided through this contract are considered “Green Cleaning” which means to help reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants, which adversely affect air quality, human health, building finishes, building systems and the environment. Refer to East Baton Rouge Parish Library LEED Green Cleaning Policy Document made a part of this Invitation to Bid for further details and requirements.

**LEED REQUIREMENTS:** **LEED CERTIFICATION OF ALL JANITORIAL STAFF ASSOCIATED WITH THIS CONTRACT IS REQUIRED.** Contractor should refer to the attached Green Cleaning Policy and High Performance Cleaning Program for requirements related to our LEED Certification.

All janitorial staff assigned to this location must have received Green Cleaning Training in accordance with the Library’s Green Cleaning Policy, by an authorized trainer. Janitorial staff should also receive training on chemical dilution, storage, and disposal, and appropriate equipment use. LEED training is the responsibility of the Contractor, as well as keeping up with all required documentation as described in the bid specifications throughout the contract term.

*Successful contractor must provide documentation of LEED employee training within fourteen (14) days of the date of award, if not provided with bid submittal.*

Documentation of training and procedures, at a minimum, should include sign-in sheets with a copy of the training material. Annual training logs should be kept by the contractor and submitted to the Library upon request. Contractor shall also provide documentation of floor maintenance, including floor care logs and carpet care logs. Floor care logs should include the number of coats of floor finish applied as base and top coats, relevant maintenance and restoration practices, and dates of both hard floors and carpets.

**BUILDING INFORMATION:** **Address:** 7711 Goodwood Blvd., Baton Rouge, LA 70806. The square footage figures are listed for bidder convenience and no guarantees are made concerning their accuracy. The Contractor is responsible for verifying the size and condition of the facility.

**Breakdown of Flooring Type/Square Footage (Sq. ft.):**

Carpet 84,333 sq. ft.	Walk off Mat (Carpet) 1,310 sq. ft.	Ceramic Tile 2,250 sq. ft.
Terrazzo 6,727 sq. ft.	Resilient Flooring 20,671 sq. ft.	

### **DAILY WORKING HOURS:**

A minimum of six point five (6.5) full-time equivalent employees (52 man hours per day), with **at least four (4) full-time employees shall be provided for the duration of the below listed hours.**

Beginning and ending work hours will be specified by the Library. Any deviation of the work hours must be agreed upon by the Library Representative and the Contractor. Janitorial staff must work only during the working hours specified by the Library. Contractor shall supply a sufficient number of employees at all times to ensure services required under this contract are adequately performed during the time periods noted below.

Current Starting and Ending Times for **Monday through Thursday:**

- 7:30 a.m. through 8:00 p.m. (At least 1 janitor needs to be scheduled from 4:00 pm to 8:00 pm)
- The 3<sup>rd</sup> Floor will not require cleaning after 5:00 p.m.

Current Starting and Ending Times for **Friday:**

- 7:30 a.m. through 6:00 p.m. (At least 1 janitor needs to be scheduled from 2:00 pm to 6:00 pm)

Current Starting and Ending Times for **\*Saturday:**

- 8:00 a.m. through 6:00 p.m. (At least 1 janitor needs to be scheduled from 2:00 pm to 6:00 pm)

Current Starting and Ending Times for **\*Sunday:**

- 1:30 p.m. through 8:00 p.m. (At least 1 janitor needs to be scheduled from 4:00 pm to 8:00 pm)

**\* Note:** Routine **Saturday and Sunday** cleaning does not include full-building coverage or all of the deep cleaning tasks. On the 3<sup>rd</sup> floor, cleaning shall be required for break room and three (3) staff restrooms, but few or no staff works on the 3<sup>rd</sup> floor on weekends regularly.

**Note:** The library may request additional staff during events with a large anticipated attendance. The Contractor is responsible for cleaning and servicing all interior and exterior spaces of the building listed in this bid, with the following exceptions, which will be the responsibility of the Agency personnel to maintain:

- All mechanical rooms, heater rooms, fan rooms, electrical rooms, etc.
- The inside of cabinets, cupboards, drawers, etc.
- Computer Server Rooms

**NOTE: The vendor shall sweep and mop the above rooms 2 times per year.**

### **SUPPLIES/EQUIPMENT:**

#### **Furnished by Agency:**

1. Electrical power at existing outlets for the Contractor to operate such equipment as is necessary in the conduct of his work.
2. Hot and cold water as necessary.
3. Space in the building for the storage of an inventory of supplies and equipment, if available, which will be used in the performance of the work under the contract.
4. All materials, cleaning solvents, waxes, machinery, **and equipment** (such as, vacuum cleaners and buffers) that meet the requirements of the attached Green Cleaning Policy made a part of this Invitation to Bid.
  - a. Equipment provided by the library:
    - i. Upright vacuum cleaners – 7
    - ii. Walk-behind sweepers – 3 (2 small, 1 large)
    - iii. Buffer – 1 large
    - iv. Scrubbers – 1 small, 3 large, & 1 extra large
    - v. Pressure washers – 2
    - vi. Blower – 1
    - vii. Water Hose – 1

5. Toilet Tissue Dispensers. Stainless steel material, satin color, holds 2- 9 inch jumbo rolls, Lock/key.
6. Paper Towel Dispensers. Most are Bobrick Model No. B-2860 surface mounted roll tower dispenser with 50%-70% recycled steel content. 11.75 inch W x 15 inch H x 9 inch D.
7. Toilet Seat Cover Dispensers. Surface mount with 250 single fold or ½ fold toilet seat cover capacity. Made of 304 22 gauge stainless steel material. Satin finish, satin color. 11 inch H x 15 ¾ inch W x 2 inch D.

**Furnished by Contractor:**

The Contractor shall furnish all labor, supervision and insurance necessary for the performance of the work of this contract unless otherwise specified herein. If the Contractor does not provide proper supplies, then the Contractor will be deemed to be in default.

***The Contractor shall provide the following products*** to be stocked in various dispensers provided by the Library:

1. Paper hand towels for **existing** restroom dispensers. RB800 Tork Advanced Roll Tower, White, 7.87 x 800, 6/case Manufacturer SCA or approved equal.
2. 2 Ply 9 inch jumbo roll toilet tissue or better for **existing** toilet paper dispensers. TJ0922A Tork Universal Bath Tissue Jumbo Roll, 2 ply 8.8 inch x 1000 inch, 1000 ft./12 to case Manufacturer SCA or approved equal.
3. Disposable toilet seat covers to fit **existing** restroom dispenser.
4. Surface mounted with 250 single fold or ½ fold toilet seat covers capacity.
5. Liquid hand soap dispensers. Contractor will utilize the **existing** green cleaning certified dispensers owned by the Library, and will provide pricing through this bid in case the dispensers must be replaced due to damage, wear and tear, etc. This dispenser will be paid for by the Library at the price bid through this bid by the successful vendor.
6. Foam hand soap refills for **existing** green cleaning certified dispensers. Model #29932 Refresh Moisturizing Foam Hand Soap 800ML, 6/case.
7. Hand sanitizer dispensers in all restrooms and staff break room. Contractor will utilize the **existing** green cleaning certified dispensers owned by the Library, and will provide pricing through this bid in case the dispensers must be replaced due to damage, wear and tear, etc. This dispenser will be paid for by the Library, at the price bid through this bid by the successful vendor.
8. Hand sanitizer refills to fit in **existing** green cleaning certified dispensers: IFS1TF Instant Foam Alcohol Hand Sanitizer, 1000ML, 3/case Manufacturer DEB or approved equal.
9. Bags for Sanitary Napkin Disposal Containers.
10. Urinal screens or cakes.
11. Trashcan liners for all wastebaskets throughout the building (various sizes, as needed).
12. Cleaning supplies - cleaning rags, **disinfecting wipes** and towels, etc.
13. Equipment – mops, brooms, etc.
14. Any other supplies or equipment necessary to maintain the cleanliness and sanitation of the building(s).

**Note: Contractor will monitor the supply levels and reorder as needed. At no time should there be less than a 2 day supply at site.** Contractor will be responsible for timely monitoring the supply levels to ensure adequate supplies are readily available. Delivery of supplies is to be made in the presence of Library staff. Library staff will count and sign off on the delivery of supplies.

Contractor must provide a supervisor to make bi-weekly inspections/assessments of janitorial staff at each library.

**All high contact areas must be cleaned and sterilized / disinfected at a minimum per CDC guidelines.**

The current CDC guidelines can be found at:

[https://www.cdc.gov/coronavirus/2019-ncov/community/pdf/Reopening\\_America\\_Guidance.pdf](https://www.cdc.gov/coronavirus/2019-ncov/community/pdf/Reopening_America_Guidance.pdf)

**BASE PRICE:** The base price shall include the contractor providing all labor, supervision and insurance to perform all daily, weekly and monthly cleaning as specified herein.

**SHAMPOO CARPET:** Shampooing of carpets will be performed only upon the written request of the Library's representative normally once (1) per year. Special care shall be taken to ensure all furniture, baseboards, door facings and any other permanent fixtures are not marred or damaged, including carpet. Should damage occur, vendor must reimburse for the cost of repair. Remove gum, sticky residue, pick up trash and loose objects, vacuum and spot clean prior to shampooing carpet.

**SPOT CLEANING OF CARPET:** For the purpose of this contract, spot cleaning is defined as cleaning small areas of the carpet using a cleaning solution applied with a microfiber towel. The cleaning solution used will be supplied by the Library.

**STRIP/WAX BARE FLOORS:** Stripping and waxing of hard floor surfaces will be performed only upon the written request of the Library's representative normally once (1) per year. All edges, baseboards, corners, and door facings are to be cleaned of built-up dirt and other substances embedded in the finish. Agency employees will pick up boxes and items off the floor. Heavy items such as furniture will not be moved. Janitorial staff will move book trucks, remove gum, sticky residue, pick up trash and loose objects, vacuum and spot clean prior to waxing bare floors. Floor receptacles must not be waxed. Terrazzo only, the Resilient Flooring and the Ceramic Tile are not stripped and waxed.

**NO-WAX FLOORS:** The Library has installed mostly no-wax floors. The Library will supply all cleaning supplies for the no-wax floors. No other cleaner should be used on these floors, unless approved by the Library's representative. These floors are not to be waxed.

**CLEAN / DUST:** Countertops, podiums, low book stacks (sixty-six (66) inches high or lower), window sills (six (6) feet high or lower), and baseboards will be dusted on a regular dusting schedule.

**QUARTERLY CLEAN / DUST:** Desks, High sills (greater than six (6) feet high), book stack high tops (greater than sixty-six (66) inches in height), Mini-Blinds, will be cleaned/dusted only upon the written request of the library's representative. Library personnel will remove papers from desks prior to the dusting of desks. Normal schedule will be quarterly although special occasions may cause an additional occurrence.

**PRESSURE WASHING:** Buildings, Loading dock, Terrace areas, sidewalks around building, some parking lot (within 100 feet of building) pressure washing will be required at the written request of the Library's representative. Buildings and sidewalks will require pressure cleaning occasionally in specified areas due to slime, mold, etc. Total area for pressure washing estimated to be approximately 46,875 sq. ft. Quote is to be supplied to and approved by Library prior to work being performed. This to be done in small non-elevated areas only.

**EMERGENCY CALL OUTS:** Clean up may be required due to patron's "accidents". A minimum of two (2) hours will be paid for each call out. Emergency call out will be at the request of the Library's representative.

**BIO-HAZARD CLEANUP:** Bio-hazard kits shall be provided by the Library. Monthly kit inventory should be reported to the Business Office. Mop heads should be replaced immediately after cleanup of bio hazards.

**SIGNS:** Contractor must furnish signs to be used when cleaning areas of the library. One (1) sign should read "Cleaning in Progress" and another sign should read "Restroom cleaned at (time cleaned)". The signs must be placed on the restroom doors before, during and after cleaning. In addition, the contractor



must provide safety signs such as "Wet Floor" and/or "Caution" signs, to be placed when and area is being mopped or may be wet. Contractor must provide enough signs to be used on multiple floors and areas simultaneously. Safety cones/signs for trip hazard, must also be furnished by the Contractor.

**CLEANING SCHEDULES:** Daily, weekly and weekend cleaning details are provided herein. The Contractor must post a list of the details of the specifications in the janitorial staff designated area. Contractual duties must be posted for janitorial staff. A schedule of restroom cleaning duties must also be posted to the restroom doors and the schedule must be initialed and the time of cleaning documented on the schedule by the individual responsible for cleaning the restroom. Restrooms are to be checked /cleaned every hour.

**RECYCLING:** The East Baton Rouge Parish Main Library participates in single stream recycling. The janitorial staff is required to take out recycling materials and place them into the recycling container provided in the service yard. Emptying items to be recycled into the trash receptacle is not acceptable.

**RESTROOM DISPENSERS:** All restrooms are currently equipped with dispensers for toilet paper, toilet seat covers, and paper towels. Items are to be bid to fit the **existing** dispensers. If **existing** dispensers become damaged, the pricing provided by the contractor through this bid for the various dispensers will be utilized for replacement of dispensers, if approved by the Library's Representative. Dispensers bid must be similar in size and color to promote consistency in appearance in the Library if the exact brand requested is not bid. Final approval of acceptability will be with the Library.

Foam soap dispensers are to be provided by the Contractor. Hand soap dispensers for foam soap are located in all restrooms, staff workrooms with sinks, and the staff break room. The Library's representative must approve the placement of any new soap dispensers prior to their installation. The soap dispenser should not require screws, bolts, or other items that will require placing holes into or otherwise defacing walls. Removal of the dispenser should leave no permanent defacement or marks on the walls and should not require repair of walls (paint, wallpaper, and sheetrock repair, for example). Dispensers should be black plastic with window to show level of soap, capable of holding 800 ML foam refills.

**SPECIAL REQUEST CLEANING:** Occasionally, the Main Library will host a special event or may require additional staff to clean specific areas on a one-time basis. The special event may require janitorial staff for restroom cleaning, emptying garbage cans, spot vacuuming, mopping or dusting, etc. Janitorial staff may also be needed to assist in setting up or breaking down the meeting room for the event, including setting up chairs and/or tables or putting away chairs and/or tables. One or more additional janitorial staff may be required, depending on the size of the event or job. Pre Covid-19 the library averaged 20 special events requiring extra labor per year. 10 were after hours events and 10 were during regular hours but with a large attendance. An hourly rate per employee must be quoted for these special cleaning requests. Requests for special cleaning will be made by the Library, in writing, at least one week prior to the event date. Contractor is required to respond, in writing, to the request within 48 hours of receipt.

**MEETING ROOM SETUP:** Janitorial staff are frequently needed to assist library staff in setting up or breaking down a meeting room for an event. This may include setting up chairs and/or tables or putting away chairs and/or tables.

**MEETING/STUDY ROOMS WHITEBOARD CLEANING:** Every morning all whiteboards in meeting or study rooms should be wiped clean before library opening.

**CONTRACT RENEWAL:** At the option of the Agency and acceptance by the Contractor, this contract may be extended for two (2) additional twelve (12) month periods at the same prices, terms and conditions. Total contract may not exceed thirty-six (36) months.

**INSURANCE REQUIREMENTS:** Contractor's insurance certificate must be submitted and approved prior to the implementation of the contract and kept current throughout the term of the contract. The City of Baton Rouge and Parish of East Baton Rouge must be listed as an added insured. See Insurance Requirements listed elsewhere in this bid.

**HOLIDAYS:** The Contractor will not be responsible for having any personnel in the facility on these holidays. The Agency shall recognize the following holidays during the contract term, the dates may change nevertheless the holidays remain: New Year's Day, Martin Luther King Day, Mardi Gras Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve and Christmas Day. The Library reserves the right to adjust or augment public operating hours and the necessity of janitorial staff attendance during these adjusted public operating hours. Written notice will be given at least two weeks in advance for additional planned closures. This does not include emergency closures for weather related events. In the event of a closure with advance notice, Contractor should expect those hours to be deducted from that month's invoice.

**CONTACT NAMES/STAFF ASSIGNMENTS:** Library contact names will be distributed to the successful contractor upon implementation of the contract. The successful contractor must provide to the Library Business Office a written schedule of janitorial staff names and hours scheduled to work and Contractor must update the information as staff changes occur. Contractor must also indicate the number of breaks allowed each janitorial employee, the time of each break and the time of the lunch hour. The Library Business Office must be notified in writing in advance of janitorial staff absences, and contractor's plans for substituting employees so that there is a continuous work flow. Contractor must require telephone verification from each employee upon arrival and departure from the work site each day. Contractor must supply a sign-in/sign-out sheet at each location for their staff. Contractor is responsible for asking a designated Library staff member to verify and initial each entry – sign-in and sign-out - each day. A list of designated Library staff will be provided to Contractor upon award of contract. It is the Contractor's responsibility to ensure that their staff are following this procedure and to work with their staff to correct any adherence issues. The Contractor should be aware that if the sign-in/sign-out verification procedures are not followed, the Library will deduct from monthly invoices any unverified hours. The Library Business Office will maintain ownership of the sign-in sheets.

**ABSENTEEISM:** The Contractor shall provide relief personnel as necessary to ensure that each assignment is performed daily per contract specifications regardless of employee absenteeism. The Library reserves the right to reduce the contract amount for non-performance of duties.

**SECURITY CLEARANCE REQUIREMENTS/STANDARDS OF CONDUCT:** Contractor shall provide evidence of a security clearance program adopted by the company to the Agency. Due to the nature of this location, the agency requires the Contractor to provide to the City a FEDERAL and STATE Criminal Background Check issued by the Louisiana State Police, Bureau of Criminal Identification and Information and drug test/screen on all janitorial/custodial employees that will be working at the locations listed in this bid. Drug screens must be from a company that this service is a part of their routine business. These must be submitted before work starts, and the City also reserves the right to request criminal background checks and/or drug testing/screening all at no additional cost to the Agency, for all janitorial/custodial employees during the contract period as deemed needed. The City also reserves the right to request additional drug screens for janitorial staff for reasonable cause. Any janitorial staff that tests positive on any drug screen(s) shall be immediately dismissed. It is at the discretion of the City and/or Agency Representative to determine acceptability of Contractor's employees based on findings derived from criminal background checks.

Background checks and drug screening reports must be provided to the Library business manager prior to employees working at any library location.

**KEYS:** Contractor is to be responsible for all keys and pass cards issued. Keys are not to be left in doors and Contractor is not to admit anyone to offices while work is in progress unless advised by Agency contact. All doors are to be closed, locked, and checked before leaving the building. In the event of key loss, Contractor will reimburse Agency for replacement, or corrective measures, to include re-keying of affected locations.

**JANITORIAL STORAGE AREA:** Contractor is to store their janitorial equipment and supplies in the assigned janitorial storage area which is secured by a locked door. Janitorial storage areas in public areas must be locked at all times. No supplies will be stored in hallways, doorways, stairwells, or around any telecommunications equipment. At no time will janitorial equipment or supplies block access to any specific area. Janitorial equipment should not be left unattended and cords that are stretched across walkways should be accompanied by some sort of a trip hazard sign. Although designated storage area will be provided for storage of Contractor's equipment, materials, and supplies, the Library shall not be responsible or liable for such equipment, materials, or supplies and the security thereof.

**CONTRACTOR REQUIREMENTS:** The Contractor shall provide all supervision, labor, insurance, and equipment (in good condition) to perform the janitorial and related services in accordance with the requirements of this contract. Contractor shall plan, coordinate, schedule, and assure effective performance of all services described herein. Sufficient personnel must be furnished by the Contractor to perform work efficiently and in a reasonable amount of time.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity. Contractor's employees must be easily identifiable at all times by wearing identifying company name or logo imprinted on items such as hat, apron, vest, jacket, shirt, etc. for their entire shift. Janitorial staff not wearing identifying company name or logo on their clothing will be sent home and a replacement will be expected within two hours.

Janitorial staff are expected to adhere to the same protocol that is set forth for Library staff in the Library's Dress Code Policy:

1. Employees must always present a clean, professional appearance.
2. Employees are expected to be well-groomed and wear clean clothing, free of visible holes, tears, or other signs of substantial wear.
3. Closed-toed shoes are required for safety. Flip flops are prohibited.
4. Heavy use of scented body products is not appropriate for the workplace.
5. Clothing that can be interpreted by Library Administration as offensive, inappropriate, or revealing is prohibited.

*For Example; Tube tops, spaghetti straps, visible undergarment or clothing with curse words, lewd/obscene/violent images or text, or political slogans or messages.*

All Contractor personnel are expected to work in a manner which will maintain the security and best interests of the City of Baton Rouge, East Baton Rouge Parish, here after referred to as "Agency". Contractor must advise all employees not to disturb papers, files, desk drawers, and not to utilize City Parish property such as computers, fax machines, telephones, copier machines, etc. within the building. Janitorial staff must not ask library staff for money nor must janitorial staff ask library staff to assist in any type of janitorial duty. Personal telephone calls and socializing must be limited to lunch and break periods. Library telephones are restricted for personal use and contractor's employees may only use telephones specified by library staff. Books and newspapers must not be removed from designated areas.

All services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services, shall be subject to inspection by the Agency to the extent practicable, during the term of the contract. All inspections by the Agency shall be made in such a manner as not to unduly delay the work.

In case an emergency condition exists, (such as flooding of a particular section of the building), the Contractor shall divert his force, or such part thereof as deemed necessary by the Agency Representative from their normal assigned duties to meet the condition. When these employees are no longer needed, they shall be directed by the Contractor to return to their normal duties and the Contractor shall not be penalized for the portion of the normal daily work which otherwise would have been performed but was neglected.

The Agency reserves the right to require the Contractor to dismiss any employees deemed incompetent, careless, insubordinate or otherwise objectionable or any person whose actions are deemed to be contrary to public interests or inconsistent with the best interest of the Agency. The Contractor agrees that during the term of this contract, he and his employees will conduct themselves in a careful and prudent manner and that he will not permit the facility to be used for purposes other than those specified herein.

The Contractor shall not allow any person less than 18 years of age or any person that is not on the Contractor's payroll into the facility at any time. Children of janitorial employees must not accompany their parents to work.

The Contractor will be directly responsible for any and all damages to the building or its contents caused by Contractor employees.

The Contractor will be responsible for compliance with all Agency policies, security measures, and vehicle regulations. Any Contractor employee who is found to be in violation of this policy will be subject to immediate dismissal.

The Contractor will hold and save the Agency, its officers, agents, and employees harmless from liability of any nature or kind including costs and expenses for or any account of lawsuit or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract by the Contractor or its agents.

The Contractor is to contract for goods, services, and employment in his firm's name only, and will not implicate the Agency directly or by inference in these transactions. The Contractor is to be in all respects an independent Contractor and none of his/her employees is to be regarded as employees of the Agency. The contract is not to be assigned or transferred by the Contractor to any subcontractor or franchisee, or any other party during the term of the contract.

The terms and conditions of this contract cannot be changed, altered, or modified in any way without the advance written approval of the Agency. If, because of reasons beyond the control of the Agency (e.g. fire), business operation in all or part of the building is interrupted or stopped, the Agency shall have the right to terminate this contract upon ten (10) days certified written notice without any penalty thereof.

The Contractor shall purchase all licenses necessary for the conduct of these operations and pay all applicable Local, State, and Federal taxes.

#### **BIDDER'S QUALIFICATIONS/REFERENCES:**

##### **BIDDER'S QUALIFICATIONS:**

Bidder must be an established business having at least three (3) years satisfactory experience in full-service janitorial maintenance. Bidder must have satisfactorily performed in a comparable facility, under a comparable scope of work, for a period of not less than two (2) years. Bidder must have satisfactorily completed one (1) project of approximately two-thirds (2/3) or more of the square footage on which he/she is bidding. (Library is 129,000sq.ft.)

Each bidder should attach an organizational profile of their company, including but not limited to the following information:

1. The year the company was formed.
2. Total number of years of company janitorial experience.
3. Total number of custodial employees employed with the company.
4. Total number of businesses (not residential) and/or comparable facilities under contract for janitorial services.
5. Total number of custodial employees (full-time and part-time) as well as management personnel bidder intends to utilize for this contract.
6. Type of janitorial services performed.

Documentation of qualifications should be submitted with bid, or must be submitted within five (5) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate bidder from further award consideration.

**CONTRACTOR REFERENCES:**

The Contractor **must** submit at least three (3) references from facilities where similar services have been successfully performed within the last three (3) years.

Each Reference **must** include the following information:

1. Name and address of facility where services were provided
2. Name of contact person and phone number at the facility
3. Approximate square footage of the cleaning area
4. Begin and Ending Dates of services performed. If your company is still currently providing services at your referenced location, your End Date for services shall be listed as CURRENT.
5. List of services performed at each facility

Documentation of references should be submitted with bid, or must be submitted within five (5) days of request by the Purchasing Division. Failure to comply with this requirement will eliminate bidder from further award consideration.

**CONTRACTOR'S STAFF:**

**Contractor Supervision:** The Contractor shall arrange for satisfactory supervision of the contract work. It shall not be considered a responsibility of the Agency.

**Contract Manager:** The Contractor shall provide the name, address, telephone number, fax number, and an email address for the Contract Manager. This information must be kept current throughout the contract, with written notice given to the Agency representative.

Functioning telephone, fax, and cell phone numbers and e-mail addresses that can accept voice mail communications or electronic transmissions must be maintained by the Contract Manager. Any change in telephone, cell phone, and fax numbers or e-mail addresses must be available to the Agency within a twenty-four (24) hour period. Failure to report these changes may constitute grounds for placing the Contractor in default.

All calls and pages shall be returned within a two (2) hour period. Failure to return calls and pages within two hours may constitute grounds for placing contractor in default. The Contract Manager is responsible for the management and scheduling of work to be performed under this contract. Any person filling this position must have prior approval.

**On-Site Supervisor:** The Contractor shall provide the name, address, and telephone number of the on-site supervisor in writing to the Agency representative. The term "On-site supervisor" means a person designated by the Contractor who has full authority to act on behalf of the Contractor on a day-to-day basis while working at the work site. Any person filling this position must have prior approval. On-site supervisor shall have at least two (2) years' experience as a supervisor with company. Supervisor is to make bi-weekly inspections/assessments of services rendered and janitorial staff with a library representative. Followed by a Bi-Weekly meeting with the Library Business Office staff to review assessments and inspections is required. Any change in telephone/beeper numbers must be available to the Agency within a twenty-four (24) hour period. Failure to report these changes may constitute grounds for placing the Contractor in default.

Contractor will meet with Library staff and janitors assigned to the Library prior to the contract commencing for orientation. The Library would like to receive a copy of any employee policies that the Contractor's employees are subject to so that both the Contractor and the Library have the same expectations of employees assigned to work at the location.



**Qualifications of Personnel:** The Contract Manager and supervisory personnel shall possess recent satisfactory experience in the management and supervising of custodial type operations. The personnel employed by the Contractor shall be capable employees, qualified in custodial work. The building shall be staffed beginning the first day of work under the contract, which is projected to begin on date of contract award. The staff shall be trained, and an experienced cleaning personnel that exhibit the capability of performing contract services with a minimum level of supervision. All personnel will receive close and continuing first-line supervision by the Contractor. Any non-compliance with terms of qualification will be cause for removal from the building.

Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers, or cabinets, or use Agency computers, fax machines, telephones, copy machines or search any desks.

**The City-Parish reserves the right to add or delete a location or square footage on this contract, at any time during the contract term. In the event a facility or area is added or deleted, monthly billing will be pro-rated accordingly and an official amendment to the contract will be issued by the Purchasing Division.**

**METHOD OF AWARD:** City Parish reserves the right to award items as specified as deemed to be in the best interest of the City-Parish (Agency).

**ALL items must be bid. A Blank, Zero or N/A will not be considered:**

All items must be bid. A blank space, N/A or a Zero (0) on the Schedule of Bid Items page may cause your bid to be deemed non-responsive. If your intention is No Charge or No Bid, please write that in the Unit price column.

**FORMULAS FOR CALCULATING PRICE (per month, per occurrence, & per year):**

Quantity x Unit Price. = Price per Month / Price per Occurrence or Price per Quarter

Annual Price: Price per Month x 12 = Annual Cost, Price per Quarter x 4 = Annual Cost

NOTE: The frequency of the service being provided is not a part of the formula for calculating the lowest bid amount.

**Scheduling Work and Reporting:** The Contractor shall submit to the Agency representative a weekly work report of the jobs performed for comparison with the scheduled requirements. This report can be in the form of a checklist. It will also include all periodic work performed, such as, striping and waxing a specific floor. Contractor's personnel will not engage in conversation with building occupants.

**Quality Control Program:** The Contractor will establish a complete daily quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract or within a time agreed upon between the Agency contact person and Contractor, the Contractor shall submit a copy of his/her program to the Agency contact. The program shall include, but not be limited to the following:

1. An inspection system covering all the services stated in the schedule. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections.
2. The checklist shall include every area of the operations serviced by the Contractor, as well as, every task required to be performed.
3. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable.
4. A checklist used in hourly inspecting of restrooms during regularly scheduled or unscheduled inspections with a place to document time and date of inspection and a location for each inspection to be initialed.

**The furnishing of Material Safety Data Sheets is not applicable to this Invitation to Bid as the Library will be furnishing all chemicals.**

**CITY OF BATON ROUGE PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION**

**Cleaning Schedule for East Baton Rouge Parish Main Library at Goodwood  
7711 Goodwood Boulevard, Baton Rouge, LA 70806**

**DAILY WORKING HOURS:** A minimum of five point six (6.5) full-time equivalent employees (52 man hours per day), with **at least four (4) full-time employees shall be provided for the duration of the below listed hours.** Beginning and ending work hours will be specified by the Library. Any deviation of the work hours must be agreed upon by the Library Representative and the Contractor. Janitorial staff must work only during the working hours specified by the Library. Contractor shall supply a sufficient number of employees at all times to ensure services required under this contract are adequately performed during the time periods noted below.

Current Starting and Ending Times for **Monday through Thursday:**

- 7:30 a.m. through 8:00 p.m. (At least 1 janitor needs to be scheduled from 4:00 pm to 8:00 pm)
- The 3<sup>rd</sup> Floor will not require cleaning after 5:00 p.m.

Current Starting and Ending Times for **Friday:**

- 7:30 a.m. through 6:00 p.m. (At least 1 janitor needs to be scheduled from 2:00 pm to 6:00 pm)

Current Starting and Ending Times for **\*Saturday:**

- 8:00 a.m. through 6:00 p.m. (At least 1 janitor needs to be scheduled from 2:00 pm to 6:00 pm)

Current Starting and Ending Times for **\*Sunday:**

- 1:30 p.m. through 8:00 p.m. (At least 1 janitor needs to be scheduled from 4:00 pm to 8:00 pm)

**\* Note:** Routine Saturday and Sunday cleaning does not include full-building coverage or all of the deep cleaning tasks. On the 3<sup>rd</sup> floor, cleaning shall be required for break room and three (3) staff restrooms, but few or no staff works on the 3<sup>rd</sup> floor on weekends regularly.

**Note:** The library may request additional staff during events with a large anticipated attendance.(See special request Cleaning on page 24.)

**CLEANING – GENERAL INFORMATION:** A neutral PH deodorizing disinfectant solution must be used for all cleanings and floor maintenance. Untreated mops are to be used, and mop water must be changed after cleaning each restroom and changed repeatedly during other mopping's. Weekend cleanings will include emptying all interior and exterior trashcans, mopping restroom hard surface floors, cleaning restroom toilets, sinks, sink fixtures, and replenishing restroom supplies. Some limited vacuuming may be required on weekends.

The Library will be utilizing single stream recycling, portable recycling carts will be provided by Recycling company to bring recycling from inside building to dumpster in service yard.

Corners shall be dirt, cobweb, and lint free. Door jams and baseboards free of dirt and mop stain build-up. All debris, paper, lint, dust, and dirt removed.

Floors shall be free of dirt (including corners), stains, paper, cobwebs, water, mop stains and debris. Clean restroom mirrors. Spot wash restroom walls, shower rooms (if applicable), partitions and doors.

Baseboards and panel bases are to be clean of dirt build-up and stains. Drains free of debris and hair. Toilets and urinals free of mineral build-up and stains, dust, dirt and spots. Flush valves clean and polished. Toilet seats, top side and bottom side shall be free of spots and stains. Dispensers shall be stocked daily and maintained at adequate level (liquid, foam, soap and paper products). Dispensers shall be clean and dust free.

Empty all waste baskets; insert new can liners and place trash outside in receptacles for pickup. All areas around the outside dumpster area must be clean and free of debris. No boxes should be left on the ground. All items designated for garbage pickup must be properly disposed.

## **CLEANING SCHEDULE:**

### **1. Elevators:**

Daily Elevators:

- Sweep hard surface floors, including removal of gum, stains, etc.
- Wipe clean interior/exterior doors and door frames
- Clean handrails
- Spot clean elevator walls

Weekly Elevators:

- Vacuum elevator door tracks
- Damp mop hard surface floors, including removal of gum, stains, etc.
- Wipe elevator floor dry after mopping

### **2. Stairways and Stairwells:**

Daily Stairways and Stairwells:

- Sweep hard surface floors/steps/stair landings, including removal of gum, stains, etc.
- Clean stairway handrails.

Weekly Stairways and Stairwells:

- Damp mop hard surface floors/steps/stair landings, including removal of gum, stains, etc.

### **3. Restrooms:**

Daily Restrooms: Restrooms to be checked every hour (documented) and cleaned twice a day.

- Empty all trashcans and replace liners with new plastic trashcan liners
- Clean all urinals and toilets, including exposed pipes
- Clean sinks, sink fixtures, and countertops
- Check all dispensers for supplies (paper towels, soap, toilet tissue, deodorizers, diaper decks)
  - a. Refill dispensers, if needed (do not place paper towels on top of dispensers)
  - b. Clean all dispensers

Daily Restrooms continued:

- Sweep or vacuum and damp mop floors, including removal of gum, stains, etc.
- Clean mirrors with glass cleaner
- Clean light switches
- Spot clean interior/exterior stall doors (including handles and locks), walls and partitions
- Spot clean entry doors, door handles and doorframes
- Report non-removable graffiti and biohazard materials to supervisor immediately.

Weekly Restrooms:

- Polish all sinks and sink fixtures
- Maintain the floor drains by pouring a cleaning agent down the drain. The cleaning agent must be specifically designed for use in drains, and must be safe for humans and the environment. The drains must be kept odor-free.
- Wash all trashcans and/or trashcan fixtures.

#### **4. Staff Lounges/Staff Workrooms:**

Daily Staff Lounges/Staff Workrooms: Lounges and Workrooms must be checked twice a day and cleaned daily.

- Empty all trashcans and replace liners with new plastic trashcan liners
- Clean all tables, chairs, cabinets, countertops, appliance exteriors, including the tops of refrigerators, sinks and sink fixtures
- Sweep/dust mop or vacuum all hard floor surfaces, including removal of gum, stains, etc.
- Vacuum all carpets, mats and rugs, including removal of gum, etc.; *all mats and/or rugs must be removed prior to sweeping or vacuuming, then replaced in a safe position*
- Clean light switches
- Spot clean upholstered surfaces.

Weekly Staff Lounges/Staff Workrooms:

- Polish sinks and sink fixtures
- Spot clean doors, door handles, and doorframes
- Spot clean walls
- Damp mop all hard floor surfaces, including removal of gum, stains, etc.
- Vacuum upholstered surfaces.

#### **5. Corridors/All Public Areas:**

Daily Corridors/Public Areas:

- Empty trashcans and replace liners with new plastic trashcan liners
- Sweep/dust mop or vacuum all hard surface floors, including removal of gum, stains, etc.
- Vacuum all carpets (including stack areas), mats and rugs, including removing gum, stains, etc.
- Spot clean carpet stains
- Spot clean walls, doors, door handles, and doorframes within these areas
- Spot clean upholstery with upholstery cleaner
- Clean water fountains.

Weekly Corridors/Public Areas:

- Vacuum upholstered chairs/surfaces
- Damp mop all hard surface floors, including removal of gum, stains, etc.
- Polish water fountains.

## **6. Entryways/Patios/Courtyards/Rooftop Terrace:**

### Daily Entryways/Patios/Courtyards/Rooftop Terrace:

- Empty all outside trashcans, and replace liners with new trashcan liners
- Sweep and dispose of all trash and debris from sidewalk outside the entry area
- Sweep all outside patio areas and benches
- Clean all entry doors, door handles, and doorframes
- Clean glass on entry doors, courtyard windows, courtyard rails, and patio doors with glass cleaner
- Clean glass surrounding the patio area
- Sweep or vacuum all hard surface floors inside entryway; *all mats and/or rugs must be removed prior to sweeping or vacuuming, then replaced in a safe position*
- Vacuum and damp mop foyer and front entry area
- Vacuum and spot clean carpet, including removing gum, etc. inside entryway
- Spot clean entry walls inside building.

### Weekly Entryways/Patios/Courtyards/Rooftop Terrace:

- Wash all outside trashcans.
- Sweep all sidewalks adjacent to buildings
- Sweep bicycle parking areas and loading docks; trash must be picked up and deposited into trash containers
- Cobwebs must be removed to a height of 10 feet
- Clean walk-off carpet at entry according to LEED specifications

## **7. Plaza/Parking Lot:**

### Daily Plaza:/Parking Lot

- Empty all outside trashcans, (approximately 10 cans) and replace all liners with new trashcan liners
- Pickup, remove and dispose of all trash and debris from sidewalk outside the entry area, parking lots and other areas of Library campus inside of fence
- Sweep all outside patio areas and benches
- Spot clean entry walls inside building
- Clean benches, chairs, and tables
- Dip out leaves, trash and debris from the 2 Plaza fountains

### Weekly Plaza/Parking Lot

- Wash all outside trashcans
- Sweep all sidewalks adjacent to buildings
- Sweep bicycle parking areas, dumpster area and loading docks; trash must be picked up and deposited into trash containers
- Blowing Parking lot clean of debris (Trash, leaves, etc.) trash must be picked up and deposited into trash containers

## **8. Dusting/Wiping:**

All dusting must be performed with microfiber dusting cloths.

### **NO DUST WANDS ALLOWED.**

### Daily Dusting:

- Clean all showcases with glass cleaner
- Wipe all showcase frames
- Wipe all computer tables using a disinfectant

### Weekly Dusting – Rotating Sections to be dusted Monday – Friday:

- Wipe all tables, chairs, desks and countertops in all divisions
- Wipe all bookshelves and filing cabinets
- Wipe all carousels housing DVDs, paperbacks, etc.
- Wipe all windowsills and ledges
- Wipe all air vents



## **9. Offices/Meeting Rooms:**

Daily Offices/Meeting Rooms/Conference Rooms/Group Study/Quiet Reading:

- Empty all trashcans and replace liners with new trashcan liners
- Sweep/dust mop or vacuum all hard surface floors, including removal of gum, stains, etc.
- Vacuum all carpets, including removal of gum, etc.
- Spot clean carpet stains

Weekly Offices/Meeting Rooms/ Conference Rooms/Group Study/Quiet Reading:

- Vacuum and spot clean upholstered chairs in
- Spot clean doors, door handles and doorframes
- Clean light switches
- Polish sinks and sink fixtures

## **10. Shipping Rooms/Janitorial Supply Rooms/Loading Dock/Shipping yard:**

Daily Shipping Rooms/Janitorial Supply Rooms/Loading Dock/Shipping yard:

- Empty all trashcans and replace liners with new trashcan liners
- Sweep/blow concrete in Shipping yard and at Loading Dock
- Pickup and dispose of trash in Shipping Yard and at Loading Dock.
- Sweep/dust mop or vacuum all hard surface floors, including removal of gum, etc.
- Vacuum all carpets, rugs and mats, including removal of gum, etc.
- Clean sinks, countertops, exterior of appliances
- Place all supplies on shelves in janitorial closet
- Rinse and disinfect mop heads and buckets after daily usage
- Empty vacuum bags
- Keep janitorial closet doors locked during working hours.

Weekly Shipping Rooms/Janitorial Supply Rooms/Loading Dock/Shipping yard:

- Clean and disinfect “tub” area.
- Spot clean doors, door handles and doorframes
- Clean light switches
- Damp mop all hard surface floors, including removal of gum, etc.
- Wash down (hose) concrete in dumpster area, shipping area and at Loading Dock.

### AREAS TO BE SERVICED

Floor	Item	Type	Location	Room	Quantities	Urinals	Stalls
One	Staff Restroom			152 153	2		
Third	Sink	Single sink	Workroom in administration	325	1		
Third	Sink	Single sink	Staff lounge	344	1		
Third	Sink	Single sink	Public Relations	334	1		
Third	Sink	Single sink	Conference Room	332	1		
Third	Sink	Single sink	Technical Services	312	1		
Third	Sink	Single sink	Computer Services	302	1		
Third	Water Fountain	Two Single Fountains	Outside 3rd floor staff restrooms near staff lounge		2		
Second	Water Fountain	Two Single Fountains	Outside public restrooms in reference		2		
Second	Sink	Single Sink	Baton Rouge Room Lab	235	1		
Second	Sink	Single Sink	Reference Workroom	227	1		
First	Water Fountain	Two Single Fountains	Outside the public restrooms near the large meeting room	107	2		
First	Water Fountain	Two Single Fountains	Outside the family restrooms in the Children's area	138	2		
First	Sink	Single Sink	Teen Program Room	124	1		
First	Sink	Single Sink	Conference Room	102	1		
First	Sink	Single Sink	Meeting Room Pantry	114	1		
First	Sink	Single Sink	Circulation Workroom	171	1		
First	Sink	Single Sink	Outreach	166	1		
First	Sink	Single Sink	Children's Workroom	147	1		
First	Sink	Single Sink	Shipping/Delivery/Receiving	157	1		
	Stairwells	Service Stairwell	East side of building		2		
	Stairwells	Service Stairwell	South side of building		1		
	Stairwells	Service Stairwell	West side of building		1		
	Stairwells	Grand Stairwell	Middle of Building		1		
First	Walkoff Carpet		Entry	117	Note: weekly cleaning is a LEED requirement		
First	Walkoff Carpet		Lobby	101	Note: weekly cleaning is a LEED requirement		
First	Walkoff Carpet		Staff Hall	151	Note: weekly cleaning is a LEED requirement		

Floor	Item	Type	Location	Room	Quantities	Urinals	Stalls
First	Men's Public Restroom	Three Urinals	Near large meeting room	109		3	
	Men's Public Restroom	Four stalls	Near large meeting room	109			4
First	Women's Public Restroom	Eight Stalls	Near large meeting room	108			8
First	Staff Restroom	Single Stall w/shower		152			1
First	Staff Restroom	Single Stall w/shower		153			1
First	Family Restroom	Single Stall	Near Children's	148			1
First	Family Restroom	Single Stall	Near Children's	149			1
Second	Women's Public Restroom	Four stalls		217			4
Second	Men's Public Restroom	Two Urinals		218		2	
Second	Men's Public Restroom	Two Stalls					2
Second	Staff Restroom	Single stall		226			1
Second	Staff Restroom	Single stall		225			1
Third	Staff Restroom	Single stall	Administration	319			1
Third	Staff Restroom	Single stall	Director's Office	331			1
Third	Staff Restroom	Single stall	Near staff lounge	339			1
Third	Staff Restroom	Single stall	Near staff lounge	340			1
Third	Janitor's Closet	Single sink	Near staff lounge	341	1		
Second	Janitor's Closet	Single sink	Near Reference	224	1		
First	Janitor's Closet	Single sink	Large Meeting Room	112	1		
First	Janitor's Closet	Single sink	Near Children's workroom	154	1		
Elevators	Public Elevators	One Elevator - C	One is near the lobby		1		
	Public Elevators	Two Elevators - A & B	Two are near the Career Center		2		
	Staff Elevator	One Elevator	In Staff Hallway		1		

# LEED

**LEED 2009 FOR EXISTING BUILDINGS  
OPERATIONS AND MAINTENANCE**

**INDOOR ENVIRONMENTAL CONTROL  
IEQ 3 – GREEN CLEANING**



**EAST BATON ROUGE PARISH  
LIBRARY**

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
LIBRARY BOARD OF CONTROL**

# LEED 2009 FOR EXISTING BUILDINGS OPERATIONS AND MAINTENANCE: IEQ 3 – GREEN CLEANING

## IEQ Prerequisite 3: Green Cleaning - Policy

To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants, which adversely affect air quality, human health, building finishes, building systems and the environment.

### Requirements

Have in place a green cleaning policy for the building and site addressing the following green cleaning credits and other requirements:

- Purchase sustainable cleaning and hard floor and carpet care products meeting the sustainability criteria outlined in **IEQ 3.3: Green Cleaning - Purchase of Sustainable Cleaning Products and Materials**.
- Purchase cleaning equipment meeting the sustainability criteria outlined in **IEQ 3.4: Green Cleaning - Sustainable Cleaning Equipment**.
- Establish standard operating procedures addressing how an effective cleaning and hard floor and carpet maintenance system will be consistently utilized, managed and audited. Specifically address cleaning to protect vulnerable building occupants.
- Develop strategies for promoting and improving hand hygiene, including both hand washing and the use of alcohol-based waterless hand sanitizers.
- Develop guidelines addressing the safe handling and storage of cleaning chemicals used in the building, including a plan for managing hazardous spills or mishandling incidents.
- Develop requirements for staffing and training of maintenance personnel appropriate to the needs of the building. Specifically address the training of maintenance personnel in the hazards of use, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.
- Provide for collecting occupant feedback and continuous improvement to evaluate new technologies, procedures and processes.

This policy must adhere to the **LEED 2009 for Existing Buildings: Operations & Maintenance** policy model. At a minimum, the policy must cover the green cleaning procedures and materials that are within the building and site management's control.

### Potential Technologies & Strategies

During the performance period, establish a written green cleaning policy addressing SOPs, sustainable products and equipment, chemical handling and storage, and staff training.



## **IEQ 3.1: Green Cleaning High-Performance Cleaning Program**

### **Intent**

To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants, which adversely affect air quality, human health, building finishes, building systems and the environment.

### **Requirements**

Have in place during the performance period a high-performance cleaning program, supported by a green cleaning policy (**IEQ Prerequisite 3: Green Cleaning Policy**), that addresses the following:

- Provide an appropriate staffing plan.
- Implement a training of maintenance personnel in the hazards, use, maintenance, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.
- Use chemical concentrates with appropriate dilution systems to minimize chemical use wherever possible.
- Use sustainable cleaning materials, products, equipment, janitorial paper products and trash bags (including microfiber tools and wipes).
- Use sustainable cleaning and hard floor and carpet care products meeting the sustainability criteria outlined in **IEQ 3.3: Green Cleaning - Purchase of Sustainable Cleaning Products and Materials**.
- Use cleaning equipment meeting the sustainability criteria outlined in **IEQ 3.4: Green Cleaning - Sustainable Cleaning Equipment**.

### **Potential Technologies & Strategies**

Have in place during the performance period a high-performance cleaning program, supported by policy, staffing plans, standard operating procedures and storage procedures that address sustainable and effective cleaning and hard floor maintenance.

## **IEQ 3.2: Green Cleaning Custodial Effectiveness Assessment**

### **Intent**

To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants, which adversely affect air quality, human health, building finishes, building systems and the environment, by implementing, managing and auditing cleaning procedures and processes.

### **Requirements**

Conduct an audit in accordance with APPA Leadership in Educational Facilities' (APPA) "Custodial Staffing Guidelines" to determine the appearance level of the facility.

- The facility must score 3 or less.

More information about the audit procedures is provided in the LEED Reference Guide for Green Building Operations & Maintenance, 2009 Edition.

### **Potential Technologies & Strategies**

Designate an individual or team to conduct a walk-through inspection of a sample of rooms in the building to evaluate the effectiveness of the cleaning program. Identify areas that fall below the owner's expected standard and make improvements to the cleaning program accordingly.

#### **Documentation Required:**

Vendor shall provide documentation that all janitorial staff assigned to the Main Library have received Green Cleaning training in accordance with the Library's Green Cleaning Policy, by an authorized trainer. Janitorial staff should also receive training on chemical dilution, storage, and disposal, and appropriate equipment use. Annual training logs should be kept by the vendor and submitted to the Library upon request.

Vendor shall provide documentation of floor maintenance, including floor care logs and carpet care logs. Floor care log should include number of coats of floor finish applied as base and top coats, relevant maintenance and restoration practices and dates for both hard floors and carpets.

## IE Q 3.3: Green Cleaning

### Purchase of Sustainable Cleaning Products and Materials

#### Intent

To reduce the environmental impacts of cleaning products, disposable janitorial paper products and trash bags.

#### Requirements

Implement sustainable purchasing for cleaning materials and products, disposable janitorial paper products and trash bags. Cleaning product and material purchases include items used by in-house staff or outsourced service providers. One point is awarded if 30% of the total annual purchases of these products (by cost) meet at least 1 of the following sustainability criteria:

1. The cleaning products meet 1 or more of the following standards for the appropriate category:
  - Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes.
  - Environmental Choice CCD-110, for cleaning and degreasing compounds.
  - Environmental Choice CCD-146, for hard surface cleaners.
  - Environmental Choice CCD-148, for carpet and upholstery care.
2. Disinfectants, metal polish, floor finishes, strippers or other products not addressed by the above standards meet 1 or more of the following standards for the appropriate category:
  - Green Seal GS-40, for industrial and institutional floor care products.
  - Environmental Choice CCD-112, for digestion additives for cleaning and odor control.
  - Environmental Choice CCD-113, for drain or grease traps additives.
  - Environmental Choice CCD-115, for odor control additives.
  - Environmental Choice CCD-147, for hard floor care.
3. Disposable janitorial paper products and trash bags meet the minimum requirements of 1 or more of the following programs for the applicable product category:
  - Environmental Protection Agency (EPA) Comprehensive Procurement Guidelines for Janitorial Paper and Plastic Trash Can Liners.
  - Green Seal GS-09, for paper towels and napkins.
  - Green Seal GS-01, for tissue paper.
  - Environmental Choice CCD-082, for toilet tissue.
  - Environmental Choice CCD-086, for hand towels.
  - Janitorial paper products derived from rapidly renewable resources or made from tree-free fibers.
4. Hand soaps meet 1 or more of the following standards:
  - No antimicrobial agents (other than as a preservative) except where required by health codes and other regulations (e.g., food service and health care requirements).
  - Green Seal GS-41, for industrial and institutional hand cleaners.
  - Environmental Choice CCD-104, for hand cleaners and hand soaps.

## Potential Technologies & Strategies

When purchasing materials or supplies, specify that they meet 1 or more of the sustainability criteria.

## Additional Recommended Green Cleaning Purchasing Guidelines

This section provides guidelines for being in compliance with Leadership in Energy and Environmental Design (LEED) requirements. Below is a continued list of environmentally preferable cleaning products and equipment that are recommended for use by a Custodial Service Provider.

### Products and Equipment

#### 1. Cleaning Products:

The 3M Twist'n Fill system features a single compact dispenser designed to accurately mix and dispense a wide range of concentrated cleaning chemicals. Only cold water will be used.

- 3M Twist 'n Fill #1 Concentrated - Glass Cleaner (Green Seal certified)
- 3M Twist 'n Fill #3 Concentrated - Neutral Cleaner (Green Seal certified)
- 3M Twist 'n Fill #4 Concentrated - Bathroom Disinfectant Cleaner (Green Seal certified)
- 3M Twist 'n Fill #8 Concentrated - General-Purpose Cleaner (Green Seal certified)
- Freedom RTD manufactured by Diversey, floor finish stripper (Green Seal certified)
- Procyon, all-natural and environmental friendly carpet cleaning product (Indoor Air Quality (IAQ) approved)
- Gojo foamed hand soaps (Green Seal certified)
- Pumice stick, environmental friendly cleaning product used for scrubbing toilet bowl

#### 2. Floor Finish:

- Vect - a High-Performance Floor Finish - manufactured by Johnson Diversey, which meets low VOC (Volatile Organic Compounds) cleaning products.

#### 3. Paper Products:

- Manufacturer: Georgia-Pacific; Brand: Envision
- Toilet Tissues: 100% recycled; 80% PCW
- Manufacturer: Kimberly-Clark; Brand: Scott
- Paper Towels: meets EPA standards with 70% recycled and 40% PCW

#### 4. Other products:

- High-density can liners
- Compostable can liners
- Recycled entrance mats

#### 5. Equipment:

- ProTeam backpack vacuum equipped with HEPA filter.
- Versamatic upright vacuum cleaner.
- Whirlamatic 20 Ultra, burnishing machine with air filter and dust collection bag.
- Micro-fiber (oil-free) dust- mops
- Micro-fiber cloths
- 3M EasyScrub Express Micro-fiber flat mops allow reductions of water consumption and waste water into water stream.
- Tennant Auto-Scrubbers with F.A.S.T (Green Seal, NFSI, NSF, and LEED certified) and Echo technology (uses only water, no chemical)
- Tennant Dual Technology Extractor (LEED and CRI certified)
- ModoVap vapor machine (certified disinfectant machine using no chemicals)

## Recycling Program

- Floor pads are cleaned and recycled until they are unusable.
- Comet launderable wet-mops
- Twist 'n Fill chemical containers
- Other recycled materials: papers, cardboards, plastics, bottles, woods, metals, batteries, food waste compost.

## IE Q 3.4: Green Cleaning Sustainable Cleaning Equipment

### Intent

To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants that adversely affect air quality, human health, building finishes, building systems and the environment, from powered cleaning equipment.

### Requirement

Implement a program for the use of janitorial equipment that reduces building contaminants and minimizes environmental impact. The cleaning equipment program must require the following:

- Vacuum cleaners are certified by the Carpet and Rug Institute “Green Label” Testing Program for vacuum cleaners and operate with a sound level of less than 70dBA.
- Carpet extraction equipment used for restorative deep cleaning is certified by the Carpet and Rug Institute’s “Seal of Approval” Testing Program for deep-cleaning extractors.
- Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, is equipped with vacuums, guards and/or other devices for capturing fine particulates and operates with a sound level of less than 70dBA.
- Propane-powered floor equipment has high-efficiency, low-emissions engines with catalytic converters and mufflers that meet the California Air Resources Board (CARB) or Environmental Protection Agency (EPA) standards for the specific engine size and operate with a sound level of less than 90dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids. Alternatively, the scrubbing machines use only tap water with no added cleaning products.
- Battery-powered equipment is equipped with environmentally preferable gel batteries.
- Powered equipment is ergonomically designed to minimize vibration, noise and user fatigue.
- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces. Keep a log for all powered cleaning equipment to document the date of equipment purchase and all repair and maintenance activities and include vendor specification sheets for each type of equipment in use.

### Potential Technologies & Strategies

Develop, implement and maintain a policy for the use of low-impact powered cleaning equipment. Evaluate the powered cleaning equipment currently being used and make a plan for upgrading to powered cleaning equipment that reduces building contaminants and minimizes environmental impact.



## **IEQ 3.5: Green Cleaning**

### **Indoor Chemical and Pollutant Source Control**

#### **Intent**

To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants, that adversely affect air quality, human health, building finishes, building systems and the environment.

#### **Requirements**

Employ permanent entryway systems (grilles, grates, mats) at least 10 feet long in the primary direction of travel to capture dirt and particulates entering the building at all public entry points, and develop the associated cleaning strategies to maintain those entryway systems as well as exterior walkways. Public entryways that are not in use or serve only as emergency exits are excluded from the requirements, as are private offices.

Provide containment drains plumbed for appropriate disposal of hazardous liquid wastes in places where water and chemical concentrate mixing occurs for laboratory purposes.

#### **Potential Technologies & Strategies**

Use grills, grates or mats to catch and hold dirt particles and prevent contamination of the building interior. Design exterior stone, brick or concrete surfaces to drain away from regularly used building entrances.

At public building entrances, install low-maintenance vegetation within the landscape design and avoid plants, including trees and shrubs that produce fruit, flowers or leaves that are likely to be tracked into the building. Select plants based on an integrated pest management (IPM) approach to eliminate pesticide applications that could be tracked into the building.

Provide a water spigot and electrical outlet at each public building entrance for maintenance and cleaning.

## IEQ 3.6: Green Cleaning

### Indoor Integrated Pest Management

#### Intent

To reduce the exposure of building occupants and maintenance personnel to potentially hazardous chemical, biological and particulate contaminants that adversely affect air quality, human health, building finishes, building systems and the environment.

#### Requirement

Develop, implement and maintain an indoor **integrated pest management (IPM)** plan, defined as managing indoor pests in a way that protects human health and the surrounding environment and that improves economic returns through the most effective, least-risk option. IPM calls for using least-toxic chemical pesticides, minimum use of chemicals, use only in targeted locations and use only for targeted species. IPM requires routine inspection and monitoring. The plan must include the following elements, integrated with any outdoor IPM plan used for the site as appropriate:

- Integrated methods, site or pest inspections, pest population monitoring, evaluation of the need for pest control and 1 or more pest control methods, including sanitation, structural repairs, mechanical and living biological controls, other nonchemical methods, and if nontoxic options are unreasonable and have been exhausted, a least-toxic pesticide.
- Specification of the circumstances under which an emergency application of pesticides in a building or on surrounding grounds being maintained by building management can be conducted without complying with the earlier provisions.
- A communications strategy directed to building occupants that addresses universal notification, which requires advance notice of not less than 72 hours before a pesticide under normal conditions and 24 hours after application of a pesticide in emergencies, other than a least-toxic pesticide, is applied in a building or on surrounding grounds that the building management maintains.

Any cleaning products included in the integrated pest management policy must meet the requirements for **IEQ 3.3: Green Cleaning - Purchase of Sustainable Cleaning Products and Materials**.

#### Potential Technologies & Strategies

Use IPM, a safer and usually less costly option for effective pest management. An IPM program employs commonsense strategies to reduce sources of food, water and shelter for pests in buildings and on the grounds and minimizes the use of pesticides.

**CITY OF BATON ROUGE  
PARISH OF EAST BATON ROUGE  
PURCHASING DIVISION  
SCHEDULE OF BID ITEMS**

**ANNUAL CONTRACT NO: A23-0404 LEED CERTIFIED Janitorial Services for EBR Main Library at Goodwood**

**ALL items must be bid. A Blank, Zero or N/A will not be considered:** All items must be bid. A blank space, N/A or a Zero (0) on the Schedule of Bid Items page may cause your bid to be deemed non-responsive. If your intention is No Charge, please write that in the Unit price column.

ITEM NO.	DESCRIPTION	QTY	UNIT of Measure	UNIT PRICE	EXTENDED TOTAL
0001	<p>Base Price, per square foot. Janitorial Services to be performed at 7711 Goodwood Blvd., Baton Rouge, LA. Contractor shall provide all labor, supervision, materials and supplies as specified, and insurance to perform all daily, weekly and monthly, in accordance with the bid specifications and during the hours listed below.</p> <p><b>A minimum of six point five (6.5) full-time equivalent employees, with at least four (4) full-time employees</b> shall be provided for the duration of the below listed hours. This number of employees can include the working onsite supervisor. The determination of the number of employees needed to service this contract is the responsibility of the bidder.</p> <p>Total Square Footage of cleaning area is approximately: 129,000 Sq. ft.</p> <p><b>Approximate <u>49,114</u> Patrons visit this Library Branch monthly.</b></p> <p><b><u>DAILY WORKING HOURS</u></b> Starting and Ending Times for <b>Monday through Thursday:</b> 7:30 a.m. to 8:00 p.m.</p> <p><b><u>WEEKEND WORKING HOURS</u></b> Starting and Ending Times for <b>Friday, Saturday and Sunday:</b> Friday: 7:30 a.m. to 6:00 p.m. Saturday: 8:00 a.m. to 6:00 p.m. Sunday: 1:30 p.m. to 8:00 p.m.</p>	129,000 SQ FT	SQ FT	\$ _____ Per SQ FT	\$ _____ Monthly Cost

ITEM NO.	DESCRIPTION	QTY	UNIT of Measure	UNIT PRICE	EXTENDED TOTAL
0002	<b>Shampoo Carpet.</b> Price per square foot, services to be performed upon written request of the Library's representative.	85,643	SQ FT	\$_____ PER SQ FT	\$_____ Per Occurrence
0003	<b>Walk off Mat (Carpet) cleaning.</b> Price per square foot, services to be performed in accordance with bid specification requirements.	1,310	SQ FT	\$_____ PER SQ FT	\$_____ Per Month
0004	<b>Strip/Wax Bare Floors.(Terrazzo Only)</b> Price per square foot, services to be performed upon written request of the Library's representative.	6,727	SQ FT	\$_____ PER SQ FT	\$_____ Per Occurrence
0005	<b>Quarterly Clean/Dust,</b> Services to be performed upon written request of Library representative.	4	QUARTER	\$_____ PER QUARTER	\$_____ Annual Cost
0006	<b>Pressure Washing. Various areas.</b> Price per square foot, services to be performed upon written request of Library representative.	1	SQ FT	\$_____ PER SQ FT	

ITEM NO.	DESCRIPTION	QTY	UNIT of Measure	UNIT PRICE	EXTENDED TOTAL
0007	<b>Emergency Call Out Cleaning Service.</b> Price per hour. A minimum of 2 hours will be paid for each call out. Services to be performed upon notification by Library representative. <b>Quantity is estimate only.</b>	10	HOUR	\$ _____ PER HOUR	\$ _____ EXTENDED TOTAL
0008	<b>Special Event Cleaning Requests.</b> Price per hour, per employee. Services to be performed upon written request of Library representative. <b>Quantity is estimate only.</b>	20	HOUR	\$ _____ PER HOUR, PER EMPLOYEE	\$ _____ EXTENDED TOTAL
0009	<b>Hand Soap Dispensers.</b> This item cost is being captured in case a replacement dispenser is needed during the contract term, at the request of Library representative. The product is to be in compliance with bid specification requirements. <b>This item cost will not be calculated in the award evaluation process.</b>	1	EACH	\$ _____ EACH	
0010	<b>Hand Sanitizer Dispenser.</b> This item cost is being captured in case a replacement dispenser is needed during the contract term, at the request of Library representative. This item is to be in compliance with bid specification requirements. <b>This item cost will not be calculated in the award evaluation process.</b>	1	EACH	\$ _____ EACH	
0011	<b>Parking lot and exterior areas inside of Fence.</b> Daily and Weekly cleaning of Parking lots and exterior areas of Library campus. Per bid specifications.	12	Monthly	\$ _____ Per Month	\$ _____ Annual Cost

**NOTE:** All prices shall include all supplies listed under SUPPLIES/EQUIPMENT Furnished by Contractor, fuel charge and any other fee may relate to the Scope of Work.



**BIDDER'S ORGANIZATION  
BIDDER IS:**

**AN INDIVIDUAL**

Individual's Name: \_\_\_\_\_  
Doing business as: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A PARTNERSHIP**

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of person authorized to sign: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A LIMITED LIABILITY COMPANY**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Name of person authorized to sign: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**A CORPORATION**

**IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION SHOULD BE SUBMITTED WITH BID.**

Corporation Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
State of Incorporation: \_\_\_\_\_  
Name of person authorized to sign: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

**IF BID IS BY A JOINT VENTURE, ALL PARTIES TO THE BID SHOULD COMPLETE THIS FORM.**

## **CORPORATE RESOLUTION**

A meeting of the Board of Directors of \_\_\_\_\_ a \_\_\_\_\_ corporation organized under the laws of the State of \_\_\_\_\_ and domiciled in \_\_\_\_\_ was held this day of \_\_\_\_\_, 20\_\_\_\_ and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by said quorum:

**BE IT RESOLVED**, that \_\_\_\_\_ is hereby authorized to submit proposals and execute agreements on behalf of this corporation with the City of Baton Rouge, and Parish of East Baton Rouge.

**BE IT FURTHER RESOLVED**, that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the Purchasing Director of the Parish of East Baton Rouge, shall have been furnished a copy of said resolution, duly certified.

I, \_\_\_\_\_, hereby certify that I am the Secretary of \_\_\_\_\_, a corporation created under the laws of the State of \_\_\_\_\_ domiciled in \_\_\_\_\_; that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of Directors of said corporation at a meeting legally called and held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
SECRETARY

## SAMPLE AGREEMENT

THIS AGREEMENT, made and entered into at Baton Rouge, Louisiana, effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Baton Rouge and Parish of East Baton Rouge (herein after called "Owner") and \_\_\_\_\_ (herein after called "Contractor").

**The Contractor shall perform all work required by the Contract Documents for the following**

**services:** Annual Contract Number and Title \_\_\_\_\_

For the Contract Period \_\_\_\_\_

1. The following Contract Documents are all hereby made a part of this Agreement to the same extent as if incorporated herein in full:

- A. Bid Documents complete with terms and conditions
- B. The Contractor's Proposal with all attachments.
- C. The Specifications
- D. The following enumerated addenda: \_\_\_\_\_

2. No amendment to this Contract shall be made except upon the written consent of the parties.

3. Insurance and Indemnity requirements shall conform to those stated in the specifications.

4. Contractor shall be paid an amount based on the attached Exhibit A:

5. Right to Audit/Records Retention. The Contractor shall permit the authorized representative of the City-Parish to periodically inspect and audit all data and records of the Contractor relating to his performance under this contract. Louisiana Revised Statute 44:36 Preservation of Records states that public records shall be preserved and maintained for a period of at least (3) three years from the date on which the public record was made.

6. Payment terms for services will be Net 30 days based on the monthly invoice. Agencies will be invoiced monthly in arrears by the contractor. Advanced payments shall not be made.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESS:

CITY OF BATON ROUGE  
AND PARISH OF EAST BATON ROUGE  
**Owner**

\_\_\_\_\_

By \_\_\_\_\_

Sharon Weston Broome, Mayor-President  
Kris R. Goranson, Purchasing Director

WITNESS:

**Contractor**

\_\_\_\_\_

By \_\_\_\_\_

—

\_\_\_\_\_  
(Typed / Printed Name and Title)

Approved as to form:

\_\_\_\_\_  
Parish Attorney's Office